



REQUEST FOR PROPOSALS SOLICITATION NO. PCSB-2015-01

AGENCY:	District of Columbia Public Charter School Board
SOLICITATION:	Secondary Transition Services Coordination Provider
CLOSING DATE:	April 28, 2015
CLOSING TIME:	5:00 pm EST
CONTACT:	Alyssa Sutherland, Operations Assistant, PCSB, 202-328-2660, operations@dcpcsb.org

**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD
SOLICITATION, OFFER, AND AWARD**

ISSUED BY: DC Public Charter School Board 3333 14th Street, NW Suite 210 Washington DC 20010 Phone: 202-328-2660 Fax: 202-328-2661	DATE ISSUED: April 7, 2015 <hr/> OPENING DATES: April 8, 2015 <hr/> CLOSING DATES: April 28, 2015
SOLICIATION TITLE: Secondary Transition Services Coordination Provider	OFFER/PROPOSAL FOR: Secondary Transition Services Coordination

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In this solicitation, “Offer” and “Offeror” mean “Proposal” and “Proposer.”

The undersigned offers and agrees that, with respect to all terms and conditions by PCSB of the District of Columbia under “AWARD” below, this offer and the provisions of the RFP/RFP will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

OFFEROR: Organization: Street: City, State, and Zip: Telephone No.: Fax No.: Email address:	Name & Title of Person Authorized to Sign Offer: SIGNATURE: Date:
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AWARD (To be completed by the District of Columbia Public Charter School Board)

Award Amount:	\$
ACCEPTED AS TO THE FOLLOWING TERMS:	

For District of Columbia Public Charter School Board:

_____, Scott Pearson, Contracting Officer

_____, DATE:

SECTION A: SOLICITATION/CONTRACT FORM

A.1 OVERVIEW

A.1.1 Request For Proposals Solicitation No.: PCSB-2015-01

A.1.2 Caption: Secondary Transition Services Provider

A.1.3 Issuance Date: April 7, 2015

A.1.4 Closing Date: April 28, 2015

A.1.5 Description:

The District of Columbia Public Charter School Board (PCSB) seeks proposals from individuals and organizations that are experienced in providing and/or advising schools on the provision of Secondary Transition Services as defined in the Individuals with Disabilities Education Act 20 U.S.C. § 1400 et seq (IDEA). Such services are defined by IDEA as a coordinated set of activities designed to facilitate a student's movement from school to post-school activities and are based on the student's needs, strengths, preferences and interests. Transition services include instruction, related services, community experiences, the development of employment and other post-school living objectives, and when appropriate, acquisition of daily living skills and functional vocational evaluation. 20 U.S.C. § 1401 (34).

PCSB was authorized pursuant to the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-101 et seq., to grant charters to establish public charter schools in the District of Columbia. PCSB is responsible for receiving and reviewing applications to develop public charter schools; awarding or denying requests for charters; monitoring the operations of public charter schools and the progress of their students; monitoring schools' compliance with applicable laws; and revoking or not renewing the charters of schools that fail to meet their goals, or revoking charters of schools that contravene applicable laws.

Public Charter schools operate independently of the District of Columbia Public School system, except as otherwise provided by law. In exchange for significant operating autonomy, public charter schools are accountable for the performance of their students as measured by the specific educational goals they set.

District of Columbia Department on Disability Services – Rehabilitation Services Administration (“DDS/RSA”)

The Workforce Innovation and Opportunity Act, enacted in July, 2014 further expanded the responsibility of DDS/RSA for the provision of transition services to include the provision of Pre-Employment Transition Services (“PETS”) to students with disabilities, which includes any student with an IEP or eligible for a 504 Plan. Pub.L. 113-128.

The Proposal should be prepared according to the instructions listed below.

A.2 PROPOSAL SUBMISSION REQUIREMENTS

A.2.1 Proposer shall detail their firms experience in providing secondary transition services.

A.2.2 Each proposal shall be submitted electronically in PDF format. The file name should: "Proposal For Solicitation no. PCSB-2015-01, Secondary Transition Services Coordination .

A.2.3 All proposals must be submitted on 8.5" x 11" and typewritten. Proposals must be letter-sized with 1" margins, double-spaced. There is no page limit. Telephonic and telegraphic bids **will not** be accepted.

A.3 PRICE

The Offeror shall submit a Total Firm Fixed Price, broken down as follows: a) Personnel b) Fringe benefits c) Travel d) Equipment e) Supplies f) Contractual g) Any other expenses.

A.4 DELIVERY OF PROPOSAL

Deliver to: Alyssa Sutherland, Operations Assistant, PCSB, operations@dcpcsb.org.

A.5 PROPOSAL SUBMISSION DATE

The closing date for receipt of Proposals is Tuesday, April 28, 2015 at 5:00 PM (EST).

A.6 EVALUATION FOR AWARD

PCSB intends to award a single contract as result of this Request for Proposal. The contract will be awarded to the single most responsive and responsible contractor whose proposal is most advantageous to PCSB. PCSB reserves the right to reject any or all proposals determined to be inadequate or unacceptable. PCSB may award a contract on the basis of initial offers received without discussions. Therefore, each initial offer should contain the proposer's best terms from price (Firm Fixed Price), to professional qualifications.

A.7 CONTRACT TYPE

This will be a Fixed Price contract.

A.8 CONTRACT TERM

The base contract period will be for a period commencing on the date of contract execution, through twelve months thereafter.

A.9 OPTION TO EXTEND THE TERM OF THE CONTRACT

- A.9.1 PCSB may extend the term of this contract for four (4) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that PCSB gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. This solicitation does not commit PCSB to an extension. The exercise of any option is subject to the availability of funds at the time of the exercise of the option and PCSB requirements. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. If PCSB exercises an option, the extended contract shall be considered to include the option provision.
- A.9.2 The total duration of this contract, including the exercise of any option under this clause, shall not exceed one (1) base period and three (3) one year option periods.
- A.10 QUESTIONS
- A.10.1 If a Proposer has any questions relative to this solicitation, the proposer shall submit the questions in writing to Tamera Lewis, Senior Policy Advisor, Special Education, PCSB via email at tlewis@dcpcsb.org. The prospective proposer shall submit questions no later than 5:00 pm Tuesday, April 21, 2015 to tlewis@dcpcsb.org. PCSB will not consider any questions received after the time and date specified here. PCSB will furnish responses promptly to all prospective proposers. An amendment to the solicitation will be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective proposers. Oral explanations or instructions given before the award of the contract will not be binding.

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 FIXED-PRICE CONTRACT

Price	Narrative	Amount
Personnel		
Fringe benefits		
Travel		
Equipment		
Supplies		
Contractual expenses		
Any other expenses		
Total (Firm Fixed Price)		

**** End of Section B****

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/DELIVERABLES

C.1 PURPOSE

The purpose of the contract is to memorialize the framework governing the respective responsibilities and activities between the Department on Disability Services- Rehabilitation Services Administration (DDS/RSA) and the DC Public Charter School Board (PCSB) in helping charter schools in providing IDEA compliant secondary transition services to all eligible students attending DC Public Charter Schools. This involves facilitating the connection of transition-age students with IEPs and 504 Plans to the services provided by DDS/RSA. PCSB has existing relationships with each DC Public Charter School and is well positioned to engage each of the schools in collaboration with DDS/RSA in order to improve the coordination of transition services for students with disabilities, through a contractor.

C.2 DESCRIPTION OF THE PROJECT

The PCSB's Secondary Transition Services Coordination Provider "STC" will produce the following outcomes:

- Collect and document baseline data on each outcome measure below
- Charter School generated referrals to RSA will increase by 30%
- The number of Individual Plans for Employment (IPEs) generated by PCSs will increase by 20%
- Charter School compliance on Secondary Transition Indicators will increase by 20%
- % of eligible charter school students successfully accessing RSA services will increase by 20%
- 100% of participating charter schools will deliver appropriate pre-employment transition services to eligible students.

C.3 APPLICABLE DOCUMENTS

<u>Document Title</u>	<u>Website Link</u>
Disability.gov's Guide to Student Transition Planning	https://www.disability.gov/resource/disability-govs-guide-student-transition-planning/
DC Office of the State Superintendent of Education Secondary Transition Policy	http://osse.dc.gov/publication/secondary-transition-policy-final-january-5-2010

C.4 BACKGROUND

C.4 REQUIREMENTS

Task	Proposed Time (No. of Hours)
<i>Assist charter schools in providing IDEA and Section 504 compliant secondary transition services to all eligible students attending DC public charter schools.</i>	
<u>Initial Collaboration with RSA</u> <ul style="list-style-type: none"> Attend monthly meetings with representatives from RSA to discuss status of charter school participation, problem-solve challenges, etc. Work with DC's local workforce development boards, one-stop centers and employers to identify and/or develop work opportunities for charter school students with disabilities and inform charter schools of those work opportunities Participate in the DC Community of Practice for Secondary Transition 	
<u>Training and Support for Charter School-based staff</u> <ul style="list-style-type: none"> Provide ongoing training to Charter School-based staff responsible for providing secondary transition services to students with disabilities (topics to include but not limited to: Writing and Implementing Transition Plans, Connecting to Community Resources, etc.) Assist Charter School staff in delivering pre-employment transition services (i.e. job exploration counseling, work-based learning experiences, counseling on post-secondary opportunities, workplace readiness training, and training on self-advocacy) 	
<u>Developing and Maintaining Data Outcomes</u> <ul style="list-style-type: none"> Within 60 days of contract award develop electronic data system to track coordination activities with charter schools, including but not limited to, data on outcome measures Collect and document baseline data on each outcome measure Track and report on all coordination activities and outcome data measures 	
Total Hours	

C.6 PROPOSAL REQUIREMENTS

C.6.1 Technical proposal

C.6.1.1 Plan to Perform the Work

For each Required Task, as outlined in all of C.5, provide a response as requested together with descriptions of the proposed approach and deliverables required to meet the response requirements. Deliverables identified are not exclusive, and the Offeror must identify any additional deliverables consistent with the RFP specifications and Offeror's proposed work.

C.6.1.2. Offeror's Background

The Offeror shall provide its firm's history, years in business, philosophy or core values, number of employees, location, contact information, professional memberships and certifications, and awards and recognitions. The Offeror shall detail the services it provides to clients and identify those that are routinely subcontracted.

C.6.1.3. References

The Offeror shall submit at least three (3) most recent client references that can attest to the firm's experience, quality of work, and service in completing similar projects within the last three (3) years.

C.6.1.4. Knowledge and Experience

The Offeror shall have prior experience completing projects of a similar nature. The Offeror shall elaborate on its experience in conducting similar projects and describe in detail other similar projects completed.

C.6.1.5. Format for Technical Proposal

Proposals must be on letter-sized with 1" margins, double-spaced. There is no page limit.

C.6.2 COST PROPOSAL

Proposal must include a detailed, separate, cost proposal that shows a breakdown of costs for each portion of the work as identified above. Hourly consulting services must be quoted as a fully loaded hourly cost including all travel and other expenses within the hourly proposed cost. The cost proposal should be a fixed price contract.

C.6.2.1. Subcontractors

The Offeror is considered as the prime Contractor. Should the use of Subcontractors be required as part of this proposal, the Offeror must provide a list of the names and roles of Subcontractors. Subcontractors will be subject to the same General Conditions imposed upon the Contractor. If a change in Subcontractor(s) is required during the project period, the Contract Administrator shall be notified, in writing, at least ten (10) days prior to the Subcontractor performing any work on the project. The notification shall include the reasons a change in Subcontractor was required and the name and role of the new Subcontractor. PCSB has the right to terminate the contract if the new Subcontractor is reviewed as not capable. If no Subcontractors are required as part of this proposal, the Offeror shall state so.

C.7 EVALUATION OF PROPOSALS AND BASIS FOR AWARD

C.7.1 Evaluation of Offeror Proposals

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly, and impartially. A Contract for Services will be entered into with the most responsive and responsible contractor whose proposal is determined in writing to be advantageous to PCSB, taking into consideration the evaluation factors set forth in this RFP. All responsive proposals received by 5:00 pm April 28, 2015 will be evaluated and scored.

C.7.2 Evaluation Committee

A committee, comprised of at least three (3) representatives, will evaluate and score, as a group, each proposal submitted. The committee will forward the evaluation results to the Contracting Officer. The Contracting Officer will review the RFP and the evaluation results before the selection of a Contractor. The firm with the highest score according to the criteria shown in this section shall be awarded the contract.

C.7.3. CRITERIA FOR EVALUATION

The criteria used to evaluate proposal are:

C.7.3.1. Application Review and Criteria

C.7.3.1.1 Experience and Qualifications (35 points).

The Committee will evaluate a firm's relevant experience in providing similar services to school districts, charter schools or state education agencies. The evaluation of experience will be a subjective assessment based upon information supplied by the firm in its submission and via reference checks. Provide detailed information about your capacity to provide the Service Requirements, including your ability to manage the research, fiscal, and administrative aspects of the Secondary Transition Coordination Provider's role.

C.7.3.1.2 Technical proposal. 40 points.

Set forth a detailed plan, including timelines, for accomplishing each of the services listed in the Requirements section of this RFP. Scoring on this criterion will be based on the extent to which applicants present coherent strategies and deliverables, suggest feasible timelines, and demonstrate an understanding of the scope of the Secondary Transition Coordination Provider's responsibilities.

C.7.3.1.3 Price. 25 points.

A separate cost proposal shall be submitted. Provide the total amount required to perform the duties of the Secondary Transition Coordinator Provider's and, in three pages or less, describe in detail, and justify as reasonable and cost effective, the amount required per 12-month increment for each of the following: a) Personnel b) Fringe benefits c) Travel d) Equipment e) Supplies f) Contractual g) Any other expenses. You may use the chart in Section B for this purpose.

C.7.3.1.4 Local, Small, and Disadvantaged Business Enterprises. Up to 12 Points.

Up to an additional 12 points will be awarded to proposals from certified local, small, and disadvantaged business enterprises, in accordance with D.C Code § 2-218.43. To receive these points, submissions must include appropriate documentation demonstrating that the submitter is as a small business enterprise (3 points); a resident-owned business (5 points); a longtime resident business (3 points); a local business enterprise (2 points); a local business enterprise with its principal office located in an enterprise zone (2 points); a disadvantaged business enterprise (2 points); a veteran-owned business enterprise (2 points); and/or a local manufacturing business enterprise (2 points).

C.7.4. Basis for Selection and Award of a Contract for Services

PCSB will execute a Contract to the most responsive, responsible Contractor with the highest ranking

**** End of Section C****

SECTION D: PACKAGING AND MARKING

N/A

**** End of Section D****

SECTION E: INSPECTION OF SERVICES

- E.1 “Services” as used in this Section includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.2 The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to PCSB during contract performance and for as long afterwards as this contract requires.
- E.3 PCSB shall have the right to review all Services called for by this contract to the extent practicable during the term of this contract.
- E.4 If any of the Services do not conform to the contract requirements, PCSB may require the Contractor to perform these services again in conformity with this contract’s requirements, at no increase in contract amount. When the defects in Services cannot be corrected by performance, PCSB may require the Contractor to take necessary action to ensure that future performance conforms to this contract’s requirements and reduce the contract price to reflect value of Services performed.
- E.5 If the Contractor fails to promptly perform the Services again or take the necessary action to ensure future performance in conformity to contract requirements, PCSB may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by PCSB that is directly related to the performance of such Services, or (2) terminate this contract for default.

**** End of Section E ****

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 CONTRACT TYPE

This is fixed-price contract.

F.2 TERM OF CONTRACT

The period of performance shall be for one (1) base period and three, one (1) year options commencing on date of execution.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT NOT APPLICABLE

F.3.1 PCSB may extend the term of this contract for a period for four (4) one-year periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that PCSB will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit PCSB to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer or his or her designee prior to expiration of the contract.

F.3.2 If PCSB exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the Section B of the contract.

F.3.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

F.3.5 PCSB will only exercise an option if funding is available.

F.4. OPTION TO EXTEND SERVICES

PCSB may require continued performance of any services within the limits and at the rates specified in the contract.. The Contracting Officer may exercise the option by written notice to the Contractor thirty (30) days prior to the expiration of the contract.

F.5 DELIVERABLES

The Contractor shall perform the activities required to successfully complete PCSB's requirements.

F.5.1 If applicable, the Contractor shall submit to PCSB, as a deliverable, the report described in Section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G, below.

*** End of Section F***

SECTION G. CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1. PCSB will process payments to the Contractor, upon the submission and acceptance of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 PCSB will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Financial Manager with concurrent copies to the CA specified in Section G.9 below. His address is:

Marvin Cross
Financial Manager
DC Public Charter School Board
3333 14th Street NW
Suite 210
Washington, DC 20010
mcross@dcpcsb.org.

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer or his or her designee;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in 0.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 PAYMENT

G.3.1 Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by PCSB if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

“Payment will be processed on completion and acceptance of each item for which the price is stated separately in the contract”; and

- c) Presentation of a properly executed invoice.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated ____ __, make payment of this invoice to [name and address of assignee].”

G.5 CHANGES

G.5.1 Contracts will be entered into and signed on behalf of PCSB only by the Contracting Officer or his or her designee.

G.5.2 The Contracting Officer or his or her designee is the only person authorized to approve changes in any of the requirements of this contract.

G.5.3 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer or his or her designee.

G.5.4 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer or his or her designee, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.6 CONTRACT ADMINISTRATOR (CA)

G.6.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.

G.6.2 The name and contact information of the CA is:

Tamera Lewis
DC Public Charter School Board
3333 14th St., NW
Suite 210
Washington, DC 20010
Telephone: 202-328-2677
Email: tlewis@dcpcsb.org

G.6.3 The CA shall NOT have the authority to

1. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer or his or her designee shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of PCSB property, except as specified under the contract.

G.6.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer or his or her designee; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to PCSB, to take all corrective action necessitated by reason of the unauthorized changes.

G.7 RECORD RETENTION

G.7.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

*** End of Section G ***

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. Wage Determination No. 2005-2101, Revision No.:13, dated June 19, 2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S. C. §351 et seq., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The SRA and the District of Columbia Freedom of Information Act, D.C. Code §2-532 (a-3), requires PCSB to make available for inspection and copying any record produced or collected pursuant to a PCSB contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a

request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. PCSB will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.1.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 1st of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

(1) Number of employees needed;

(2) Number of current employees transferred;

(3) Number of new job openings created;

(4) Number of job openings listed with DOES;

(5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

(6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

(a) Name;

(b) Social security number;

(c) Job title;

(d) Hire date;

(e) Residence; and

(f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from PCSB, the Contractor shall:

(1) Document in a report to the CO its compliance with Section H.5.4 of this clause; or

(2) Submit a request to the CO for a waiver of compliance with Section H.5.4 and include the following documentation:

(a) Material supporting a good faith effort to comply;

(b) Referrals provided by DOES and other referral sources;

(c) Advertisement of job openings listed with DOES and other referral sources; and

(d) Any documentation supporting the waiver request pursuant to Section H.5.6.

H.5.6 The Contracting Officer or his designee may waive the provisions of Section H.5.4 if the CO finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;

(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or

(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to Sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with Section H.5.4 or whether a waiver of compliance pursuant to Section H.5.6 is justified. If the CO determines that the Contractor is

in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

- H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this Section H.5.8.
- H.5.9 The provisions of Sections H.5.4 through H.5.8 do not apply to nonprofit organizations.
- H.6 504 OF THE REHABILITATION ACT OF 1973, as amended.
- During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S. C. § 794 et seq.
- H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)
- During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.
- H.8 WAY TO WORK AMENDMENT ACT OF 2006
- H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or

more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from PCSB;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S. C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the

Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H. 9 .1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Sections H.9.1.1 and H.9.1.2.

H.9.1.4 The bidder may contact the Department of Small and Local Business Development (DSLDB) at the telephone number (202) 727-3900 or website: <http://lsdbe.dslbd.gov/public/certification/search.aspx> to research potential certified business enterprise vendors with the capacity to fulfill the mandatory subcontracting requirements. To be deemed responsive, all vendors must submit the mandatory subcontracting plan with their technical proposal on January 31, 2014.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 3 5% of the dollar volume of this contract in accordance with the provisions of Section H.9 .1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its

proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD.

Each subcontracting plan shall include the following:

- H.9.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the Contracting Officer or his or her designee, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Contracting Officer or his or her designee, and submit periodic reports, as requested by the Contracting Officer or his or her designee, to allow PCSB to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon PCSB's request; and
- H.9.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting. If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
 - H.9.3.1 The dollar amount of the contract or procurement;

- H.9.3.2 A brief description of the goods procured or the services contracted for;
- H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
- H.9.4 Subcontractor Standards
- H.9.4.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.
- H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan
- H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.
- H.10 COMPLIANCE WITH THE FAMILY EDUCATION RECORDS PRIVACY ACT, 20 U.S.C. § 1232g AND ITS IMPLEMENTING REGULATIONS, 34 C.F.R. PART 99
- H.10.1 To perform the services described in Sections B, C, and F, Contractor may require access to confidential information, education records, and information that identifies particular individuals, including students. Student data required for the Project may include: names, addresses, family members, emergency contacts, attendance, behavior, discipline, grades, assessments, meals, demographics,

special education status, language acquisition, student identification numbers, and other information necessary to improve instruction and school administration.

- H.10.2 PCSB and Contractor agree to sharing information with each other in a manner consistent with the Family Education Records Privacy Act of 1974, 20 U.S.C. § 1232g; 34 C.F.R. Part 99 (“FERPA”). For purposes of this Agreement, “FERPA” includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and reauthorization when effective.
- H.10.3 The FERPA statutes and regulations provide for circumstances under which educational agencies such as PCSB are authorized to release confidential data from students’ education records regarding individual students without prior parental consent. 34 C.F.R. § 99.31(a)(1)(i)(B) permits PCSB to share personally identifiable student information with a contractor to which it has outsourced institutional services or functions without seeking the prior consent required by 34 C.F.R. § 99.30, if the contractor is under direct control of PCSB with respect to the use and maintenance of education records. As a contractor, Contractor is under the direct control of PCSB with respect to the use and maintenance of the data required for the Project.
- H.10.4 The following terms further specify the manner in which PCSB agrees to share data with Contractor, subject to FERPA regulations:
- A. PARTIES. Contractor has contracted to perform institutional services on behalf of PCSB. The parties wish to share data collected by PCSB, some of which may allow the identification of individual students. Accordingly, Contractor agrees to:
 - 1. Use personally identifiable data shared under this Agreement only for legitimate educational purposes and for no purpose other than the contractual services authorized by the statement of work for the Project.
 - 2. Use reasonable methods to protect personally identifiable student data received from re-disclosure, and to not share personally identifiable data received under this Agreement with any other entity without prior written approval from PCSB. Contractor ensures that it has policies and procedures to protect student information provided by PCSB from further disclosure and unauthorized use. In the event that it does re-disclose student information, Contractor will inform PCSB immediately upon any re-disclosure of student information
 - 3. Require and maintain a confidentiality agreement with each employee, contractor or agent with access to data pursuant to this Agreement. The agreement will require all

employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. Nothing in this paragraph authorizes sharing or allowing access to student data provided under this Agreement with any other entity for any purpose other than completing Contractor's work authorized by the statement of work for the Project.

4. Protect and maintain all student data obtained or permitted access to pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained or permitted access to pursuant to this Agreement except as necessary to fulfill the services described in the statement of work for the Project. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity or unauthorized individual or agent.
5. Not to provide any student data obtained or permitted access to under this Agreement to any party that is ineligible to receive data protected by FERPA or prohibited from receiving data from any entity. In order to ensure compliance with all FERPA statutes and regulations, Contractor agrees to provide data to PCSB as contemplated by the statement of work for the Project.
6. Destroy all student data and provide written verification of the destruction of all copies of the student data obtained under this Agreement to PCSB 12 months following the date of completion of the Project. All data no longer needed shall be destroyed or returned to PCSB in compliance with 34 C.F.R. § 99.35(b)(2). Contractor agrees to require all employees, contractors, or agents of any kind to comply with this provision.
7. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

- B. **RELATED PARTIES.** Contractor represents that it is authorized to bind to the terms of this Agreement, including confidentiality

and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way. Data may be stored on a server with additional data but may not be merged with any other data without prior written permission from PCSB. This Agreement takes effect only upon acceptance by authorized representatives of the Contractor, by which that institution agrees to abide by its terms and return or destroy all student data covered by this Agreement 12 months following the date of publication of the final report of this project.

C. TERMS.

1. PCSB specifically reserves the right to cancel this Agreement should PCSB, in its sole discretion, determine that confidential student information has been released in a manner inconsistent with this Agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by PCSB.
2. Contractor understands that the Agreement does not convey ownership of student data to Scholastic.

*** *End of Section H* ***

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract, with the exception of the clauses referencing or implementing the Quick Payment Act. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions - Supplies and Services Contracts.”

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

To the extent applicable, the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts are hereby incorporated by reference into this contract; together with the laws and regulations of the District of Columbia:

- A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.
- B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.
- C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is \$10,000 or more).
- D. Mayor’s Order 85-85, dated June 10, 1985, as amended, entitled: “Compliance with Equal Opportunity Obligations in Contracts.” All required forms are available on the Office of Contracting and Procurement website at www.ocp.dc.gov (See Solicitation Attachments).
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor’s Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects.”
- G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.

I.4 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of PCSB in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with District of Columbia and federal laws governing the confidentiality of records.

I.5 PCSB PROPERTY

Contractor use of Government property shall be governed by Chapter 41 of Title 27 of the D.C. Municipal Regulations.

I.6 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.7 RIGHTS IN DATA

I.7.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.7.2 The term “Technical Data,” as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.7.3 The term “Computer Software,” as used herein means computer programs and computer databases. “Computer Programs,” as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. “Computer Programs” include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.7.4 The term “computer databases,” as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.7.5 All data first produced in the performance of this Contract shall be the sole property of PCSB. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for PCSB

under this Contract, are works made for hire and are the sole property of PCSB; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to PCSB the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give PCSB all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of PCSB until such time as PCSB may have released such data to the public.

- I.7.6 PCSB will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any PCSB installation to which the computer may be transferred by PCSB;
- I.7.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.7.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.7.7 The restricted rights set forth in Section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in the Contract dated [insert date] between PCSB and Student Support Center; and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on PCSB's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to

such computer software shall relieve PCSB of liability with respect to such unmarked software.

- I.7.8 In addition to the rights granted in Section I.8.6 above, the Contractor hereby grants to PCSB a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.8.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by PCSB under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by PCSB under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for PCSB any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.7.9 Whenever any data, including computer software, are to be contained from a subcontractor under this contract, the Contractor shall use this clause, I.8, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish PCSB's or the Contractor's rights in that subcontractor data or computer software which is required for PCSB.
- I.7.10 For all computer software furnished to PCSB with the rights specified in Section I.8.5, the Contractor shall furnish to PCSB, a copy of the source code with such rights of the scope specified in Section I.8.5. For all computer software furnished to PCSB with the restricted rights specified in Section I.8.6, PCSB, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided PCSB under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.7.11 The Contractor shall indemnify and save and hold harmless PCSB, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.7.12 Nothing contained in this clause shall imply a license to PCSB under any patent, or be construed as affecting the scope of any license or other right otherwise granted to PCSB under any patent.
- I.7.13 Paragraphs I.8.6, I.8.7, I.8.8, I.8.11 and I.8.12 above are not applicable to material furnished to the Contractor by PCSB and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

1.8 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another PCSB or District of Columbia contractor or by any PCSB or District of Columbia employee.

1.9 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which PCSB will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by PCSB, the Contractor shall remain liable to PCSB for all Contractor's work and services required hereunder.

I.11 INSURANCE

I.11.1 The Contractor shall obtain or maintain professional liability insurance coverage that covers at least the amount of the Services it agrees to provide under this contract.

I.11.2 The Contractor shall maintain levels of insurance adequate to protect its and PCSB's interests and provide proof of insurance to PCSB upon the reasonable request of PCSB.

1.12 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.1.3. This agreement is not executed until the equal employment requirements are satisfied.

I.13 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any;
- (2) This contract document;
- (3) The Standard Contract Provisions, identified in Section J.1.4;
- (4) Contract attachments other than the Standard Contract Provisions; and
- (5) the RFP, as amended.

I.14 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.15 WAIVER

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

I.16 INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless PCSB, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants.

I.17 OFFICIALS NOT TO BENEFIT

Unless a determination is made as provided herein, no officer or employee of PCSB will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or his or her designee or any PCSB employee authorized to execute contracts in which they or an employee of PCSB will be personally interested shall be void, and no payment shall be made thereon by PCSB or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A PCSB employee shall not be a party to a contract with PCSB and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when PCSB’s needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, Section 2-359.10, and Chapter 18 of the DC Personnel Regulations.) The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.18 EXAMINATION OF THE BOOKS

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by PCSB under the contract that results from this solicitation. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer or his or her designee.

The Contracting Officer or his or her designee, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

I.22 NONDISCRIMINATION CLAUSE

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- (b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D.C. Register, Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor’s Order 2006-151 (11/17/06), 52 DCR 9251, the following clauses apply to this contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act.

In addition, harassment based on any of the above protected categories is prohibited by the Act.

- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2). The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this Section, so that such provisions shall be binding upon each subcontractor or vendor.
- (4) The Contractor shall take such action with respect to any subcontract as the Contracting Officer or his or her designee may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting Officer or his or her designee, the Contractor may request PCSB to enter into such litigation to protect the interest of PCSB.

I.26 FORCE MAJEURE

Neither the Contractor nor PCSB shall be deemed in default or otherwise liable hereunder due to either party's inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial orders

(which judicial orders are not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond the parties control.

**** End of Section I****

SECTION J: ATTACHMENTS

- J.1.1 Wage Determination No. 2005-2103 Rev 13, June 19, 2013
<http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=13>
- J.1.2 Living Wage Act Fact Sheet
- J.1.3 The Living Wage Act of 2006
- J.1.4 Government of the District of Columbia Standard Contract Provisions for Use with Supplies and Services Contract (March 2007), available at www.ocp.dc.gov click on “Solicitation Attachments” (This document is not attached. Please refer to the link here.)
- J.1.5 E.E.O. Information and Mayor’s Order 85-85
- J.1.6 Tax Certification Affidavit
- J.1.7 W9 Vendor Information Form
- J.1.8 Bidder/Offeror Certifications
available at www.ocp.dc.gov click on “Solicitation Attachments” (PCSB is waiting for receipt of this document.)

**** End of Section J****

Section K: Representations, Certifications and other Statements of Offerors

K.1 TYPE OF BUSINESS ORGANIZATION

- K.1.1** The offeror, by checking the applicable box, represents that
- (a) It operates as: _____ a corporation incorporated under the laws of the State of: _____, _____ an individual, _____ a partnership, _____ a nonprofit organization, or _____ a joint venture.
- (b) If the offeror is a foreign entity, it operates as: _____ an individual, _____ a joint venture, or _____ a corporation registered for business in (Country)

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts," promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order.

I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror: _____ Date: _____
Name: _____ Title: _____
Signature: _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract.

For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.4

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to: (i) those prices (ii) the intention to submit a contract, or (iii) the method or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will

- not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5

TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.1.6

**** End of Section K****

Section L: Instructions, Conditions, & Notices to Offerors

L.1 INSTRUCTIONS

L.1.1 Proposals should be submitted electronically to operations@dcpcsb.org.

L.1.2 Deadline: proposals must be received by Tuesday, April 28, 2015 at 5:00 pm. Late proposals will not be accepted.

L.1.3 Questions may be directed to:

Tameria Lewis

D.C. Public Charter School Board

Phone: 202-328-2677

Email: tlewis@dcpcsb.org

L.1.4 The proposal submissions should include: (a) an explanation of the specific services included; (b) the firm's staff qualifications; (c) three (3) references of recent (within the last three years) clients, with contact information; and (d) the fee structure

L.2 METHOD OF AWARD

PCSB reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest PCSB.

L.1.2 PCSB intends to award a single contract resulting from this solicitation to the most responsive and responsible offeror who receives the highest ranking that will be most advantageous to PCSB.

L.3 PREPARATION AND SUBMISSION OF PROPOSALS

L.3.1 Each proposal shall be submitted electronically in PDF format to operations@dcpcsb.org. The file name should be: "Proposal For Solicitation no. PCSB-2015-01, Secondary Transition Services Coordination . All proposals must be submitted on 8.5" x 11" and typewritten. Proposals must be letter-sized with 1" margins, double-spaced. There is no page limit. Telephonic and telegraphic bids **will not** be accepted. All items accepted by PCSB, all pages of the Request For Proposal (RFP), all attachments and all documents containing the Offer's offer shall constitute the formal contract.via email to operations@dcpcsb.org with the subject line: "Proposal in Response to Solicitation No. PCSB-2015-01 for a Secondary Transition Services Coordination Provider.

- L.3.2 The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the offeror. Each offeror shall return the complete solicitation as its proposal.
- L.3.3 PCSB may reject as non-responsive any proposal that fails to conform in any material respect to the RFP.
- L.3.4 PCSB may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.
- L.3.5 The offeror must respond to the entirety of all issues to be considered for this award. Failure to respond to all requested information may render the proposal non-responsive.
- L.4 FAMILIARIZATION OF SOLICITATION
- Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation.
- L.5 PROPOSAL SUBMISSION DATE AND TIME
- Proposals must be submitted no later than 5:00pm April 28, 2015.
- L.6 WITHDRAWAL OR MODIFICATION OF PROPOSALS
- An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission prior to the closing date and time.
- L.7 HAND DELIVERY OR MAILING OF PROPOSALS
- Offerors must submit their proposals electronically via email to: operations@dcpcsb.org with the subject line: "Proposal in Response to Solicitation No. PCSB-2015-01 for a Secondary Transition Services Coordination Provider. Proposals will not be accepted via hand delivery or mail.
- L.8 QUESTIONS ABOUT THE SOLICITATION
- If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the questions in writing. The prospective offeror shall email questions no later than [5:00 pm Tuesday, April 21, 2015.] to Tameria Lewis, Senior Policy Advisor, Special Education, PCSB via email at tlewis@dcpcsb.org. PCSB will not consider any questions received after the specified time and date. The PCSB will furnish responses to all prospective offerors. An amendment to the solicitation will be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.
- L.9 FAILURE TO SUBMIT PROPOSALS

Recipients of this solicitation not responding with a proposal should advise Alyssa Sutherland, Operations Assistant, PCSB, 3333 14th Street, NW, Suite 210, Washington, DC 20010, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Operations Assistant, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the Contract Specialist, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.10 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to proposal opening or the time set for receipt of initial proposals shall be filed with the Board prior to proposal opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.11 SIGNING OF PROPOSALS

L.11.1 The offeror shall sign the proposal and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each proposal must show a full business address and telephone number of the offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer

L.11.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate.

L.12 ACKNOWLEDGMENT OF AMENDMENTS

- L.12.1 All amendments to this RFP, will be posted on PCSB's website as they are issued. It is the sole responsibility of each prospective contractor to routinely check the website for any and all amendments that may have been issued. The amendments contain important information that may directly impact your proposal.
- L.12.2 The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form.
- L.13 PROPOSALS WITH OPTION YEARS
- L.13.1 The offeror shall include option year prices in its proposal. A proposal may be determined to be nonresponsive if it does not include option year pricing.
- L.14 LEGAL STATUS OF OFFEROR Each proposal must provide the following information:
- L.14.1 Name, address, telephone number and federal tax identification number of Offeror.
- L.14.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain (if applicable). This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code § 47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.14.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

*** End of Section L ***

Section M: Evaluation Criteria

M.1 GENERAL CATEGORIES OF LOCAL BUSINESS, DISADVANTAGED BUSINESSES, RESIDENT BUSINESS OWNERSHIPS OR BUSINESS OPERATIONS IN AN ENTERPRISE ZONE

M.2 **Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, PCSB shall apply preferences in evaluating proposals or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2.1 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.2.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.2.1.2 Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.2.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.2.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.2.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.2.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.2.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

M.2.2.1 Any prime contractor that is an CSBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Proposals (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.2.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.2.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.2.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.2.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.2.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.2.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for proposals submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.2.5 Offeror's Submission for Preferences

M.2.5.1 Any offeror seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.2.5.1.1 Evidence of the offeror's or joint venture's certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the DSLBD; or

M.2.5.1.2 Evidence of the offeror's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.2.5.2 Any offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the: Department of Small and Local Business Development ATTN: CBE Certification Program 441 Fourth Street, N.W., Suite 970N Washington, DC 20001 M.2.5.3 All offerors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.3 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.3.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by PCSB if payment is made within the discount period specified by the offeror.

M.3.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by PCSB, if the latter date is later than date of delivery.

Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

*** *End of Section M****